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4/17/89

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6
DALLAS, TEXAS

IN THE MATTER OF:

MANVILLE FOREST PRODUCTS CORPORATION
DENVER, COLORADO,

RESPONDENT

Proceeding under §106(a) of the
Comprehensive Environmental Response,
Compensation and Liability Act, 42 U.S.C.
§9606(a), as amended

ADMINISTRATIVE ORDER
ON CONSENT

DOCKET NUMBER
CERCLA VI-____-89

I. INTRODUCTION

A. This Administrative Order on Consent ("Consent Order") is entered into voluntarily by the United States Environmental Protection Agency, Region 6, ("EPA") and Manville Forest Products Corporation ("Respondent") concerning Respondent's facility known as the Shoreline Refinery Site located near Oil City, Louisiana. This Consent Order does not address environmental concerns at any other property which Respondent may own or operate at present or at any other time.

II. JURISDICTION

A. This Consent Order is issued to Respondent pursuant to the authority vested in the President of the United States by Section 106(a) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. 9606(a), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), Pub. L. No. 99-499, delegated to the Administrator of the United States Environmental Protection Agency by Executive Order 12580, 51 Fed. Reg. 2923 (January 23, 1987) and further delegated to the Regional Administrator, EPA Region 6 by EPA Delegation

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Number 14-14-B dated February 26, 1987. Notice of this Consent Order has been given to the State of Louisiana through the Louisiana Department of Environmental Quality ("LDEQ").

B. Respondent agrees to undertake all actions required by the terms and conditions of this Consent Order. In any action by EPA to enforce the terms of this Consent Order, Respondent agrees not to contest the authority or jurisdiction of the Regional Administrator to issue or enforce this Consent Order.

C. The parties acknowledge that Respondent neither admits nor denies the specific Findings of Fact and Conclusions of Law set forth below, except for purposes of implementing the terms of this Consent Order. Respondent hereby waives its right to a hearing on any issue of law or fact herein.

III. PARTIES BOUND

A. This Consent Order shall apply to and be binding upon EPA and Respondent, their agents, officers, employees, representatives, receivers, trustees, successors, and assigns. The signatories to this Consent Order certify that they are authorized to execute and legally bind the parties they represent to this Consent Order. No change in ownership or corporate status of Respondent shall alter its responsibilities under this Consent Order.

B. Respondent shall provide a copy of this Consent Order to any subsequent owners or successors before ownership rights are transferred. Respondent shall provide a copy of this Consent Order to all contractors, sub-contractors, laboratories, and consultants which are retained to conduct any work under this Consent Order within 14 days after the effective date of this Consent Order or the date of retaining their services.

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Notwithstanding the terms of any contract, Respondent is responsible for compliance with this Consent Order and for ensuring that its contractors and agents comply with the terms herein.

IV. STATEMENT OF PURPOSE

A. The purpose of this Consent Order is to protect the public health, welfare, and the environment from releases or threatened releases of hazardous substances as defined in Section 101(14) of CERCLA, 42 U.S.C. §9601(14), at or from the Shoreline Refinery Site.

B. The parties concur that the actions taken under this Consent Order are necessary to protect the public health, welfare, and the environment from an imminent and substantial endangerment which may be caused by the releases or threatened releases of hazardous substances from the Shoreline Refinery Site.

V. FINDINGS OF FACT

A. Respondent, Manville Forest Products Corporation, is a _____ corporation, licensed to do business in the State of Louisiana. Respondent presently owns and/or operates a facility known as the Shoreline Refinery Site.

B. The Shoreline Refinery Site is located on approximately 70 acres of land at approximately 32°29'00" N Latitude and 093°43'54" w Longitude. The Shoreline Refinery Site is located approximately one (1) mile east of Louisiana Hwy 1 North, approximately three (3) miles north of the town of Oil City, Caddo Parish, Louisiana.

C. The Shoreline Refinery Site operated as a crude oil refinery from approximately 1920 to 1939. Several undefined pits are separated by a deteriorated, narrow gauge railroad on the main portion of the site. This

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portion comprises approximately 30 acres and is covered with a thick mat of black, oily waste which adjoins a brine runoff area to the south. Additionally, historical aerial photographs show the existence of two additional rectangular pits which are not readily seen from the ground.

D. Deterioration of the impoundment dikes around the pits have resulted in some waste migration to the east and an approximate 20-foot overflow of waste to the southern brine area.

E. The impoundments and overflow areas on the southern portion appear to have been burned at some time in the past. The waste in this area has a granular texture as opposed to the generally smooth, tar-like consistency of the remainder of the site.

F. On June 21-23, 1988, EPA contractors collected samples of the wastes remaining on-site. Soil and sludge samples were collected from the pits, the brine area, the drainage pathway(s), and an off-site control. The samples were shipped, under chain-of-custody, to the EPA Laboratory in Houston, Texas.

G. Analytical results indicated pH values <2.0 , elevated sulfide concentrations, the detection of benzo(a)pyrene, and the presence of a large number of unidentified hydrocarbons from the sludge samples.

H. Rainfall runoff from the main portion of the site drains west to southwest to a roadside ditch which then flows westward towards Caddo Lake, the surface water supply for the City of Shreveport, Louisiana, approximately one (1) mile away.

I. The sludges which are in the pits on the main portion of the site are "hazardous substances" as defined in Section 101(14) of CERCLA, 42 U.S.C. §9601(14).

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-01-01 BY 60322

VI. CONCLUSIONS OF LAW

A. Respondent is a "person" as defined in Section 101(21) of CERCLA, 42 U.S.C. §9601(21).

B. The Shoreline Refinery Site is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. §9601(9).

C. Respondent is the "owner or operator" of the facility as defined in Section 101(20) of CERCLA, 42 U.S.C. §9601(20).

D. Respondent is a responsible party pursuant to Section 107 of CERCLA, 42 U.S.C. §9607.

E. The presence of the sludges on the Shoreline Refinery Site indicate a release or threat of release of a hazardous substance into the environment as defined Section 101(22) of CERCLA, 42 U.S.C. §9601(22).

VII. DETERMINATIONS

Based upon the foregoing Findings of Fact and Conclusions of Law, the Regional Administrator has determined that:

A. The actual and threatened release of hazardous substances at or from the Shoreline Refinery Site may present an imminent and substantial endangerment to the public health, welfare, or the environment;

B. The actions required by this Consent Order are necessary to protect the public health, welfare, and the environment; and

C. The removal actions agreed upon under the terms of this Consent Order are in the public interest, are not inconsistent with any long-term remediation that may be necessary at the facility, and shall be conducted consistent with the National Contingency Plan, 40 CFR Part 300.

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VIII. ORDER

Based upon the foregoing and in order to ascertain the nature and extent of the imminent and substantial endangerment and to mitigate the actual release and threat of release of hazardous substances from the Shoreline Refinery Site, it is hereby AGREED and ORDERED that:

A. Respondent shall appoint, no later than 10 working days after the effective date of this Consent Order, a Facility Coordinator who shall be responsible for implementing the work requirements of this Consent Order and the activities required herein. Respondent shall notify EPA, in writing, of the Facility Coordinator's identity, address, and telephone number at which he or she may be contacted. The Facility Coordinator shall work with the EPA On-Scene Coordinator (OSC). Respondent has the right to appoint a new Facility Coordinator at any time. Such change shall be accomplished by notifying EPA, in writing, at least 5 days prior to the change.

B. Within 30 working days of the effective date of this Consent Order, Respondent shall develop and submit a detailed Site Remediation Work Plan ("Work Plan") for the monitoring, testing, analysis, and reporting of any hazardous substance contamination associated with the Shoreline Refinery Site. The Work Plan shall address:

1. health and safety plans (adequate to meet OSHA §1910.120 standards);
2. quality assurance/quality control program;
3. a protocol for field screening/field analysis of hazardous substances (to include pH and sulfides), sampling equipment and techniques;
4. decontamination procedures;

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5. groundwater assessment;
6. proposed cleanup standards and proposed cleanup technology; and
7. a master schedule for conducting the work.

The Work Plan shall be detailed, and shall focus on access control and mitigation of hazardous substances release to the the environment.

C. Within 30 working days of the submission of the Work Plan, EPA shall notify Respondent of its approval or disapproval of the Work Plan. In the event of disapproval, EPA shall specify the deficiencies and reasons therefore. Within 30 working days of notice of such disapproval, Respondent shall modify the Work Plan to address the deficiencies identified by EPA and submit the revised Work Plan for review and approval.

D. Within 15 working days following EPA approval of the Work Plan, Respondent shall promptly implement the approved Work Plan. The investigation, monitoring and reporting program set forth in the EPA-approved Work Plan shall be completed according to its approved terms and schedules.

E. Respondent shall complete all task elements of the Work Plan within 4 months of receiving EPA approval of the Work Plan. Within 5 months of approval of the Work Plan, Respondent shall report the findings of this work in a written report submitted to EPA which clearly describes and interprets all data and findings ("Final Report"). This Final Report will detail all work performed pursuant to this Consent Order and shall include a presentation of all supportive analytical charts, tables, cross-sections, and/or other graphics, as necessary. If, in the discretion of EPA, this Final Report is inadequate with respect to any requirement of this Consent Order, EPA may require clarification or further action as it

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deems necessary, consistent with the terms of this Consent Order.

F. All proposals, plans, studies, reports, schedules, and/or attachments required by the terms of this Consent Order are, upon approval by EPA, incorporated into this Consent Order as if fully set forth herein. Any noncompliance with such approved proposals, plans, studies, reports, schedules, and/or attachments shall be deemed noncompliance with this Consent Order.

G. ~~Upon request~~, Respondent shall allow EPA or its authorized representative to take split or duplicate samples of any samples collected pursuant to this Consent Order. In order to facilitate such efforts, Respondent shall provide at least 7 calendar days advance notice of any sample collection dates that differ from those dates set forth in the EPA-approved Work Plan.

H. Whenever notice or EPA decision or information is required to be forwarded by one party to another under terms of this Consent Order, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice in writing to all other parties of another designated individual to receive such communications.

EPA: Chief, Emergency Response Branch (6E-E)
U.S. Environmental Protection Agency
1445 Ross Avenue
Dallas, Texas 75202-2733

Manville: Ms. Angela Jankousky
Manville Sales Corporation
P.O. Box 5108, Mail Stop 7-04
Denver, Colorado 80217-5108

I. Respondent shall submit a copy of all notices and information generated pursuant to this Consent Order to the State of Louisiana at the following address:

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Mr. Ron Nasca
Louisiana Department of Environmental Quality
Inactive and Abandoned Sites Division
Post Office Box 44307
Baton Rouge, Louisiana 70804

VIII. STANDARDS OF PERFORMANCE

A. All work performed pursuant to this Consent Order shall be performed under the direction and supervision of a qualified professional with experience in hazardous waste site investigation and cleanup. Respondent shall notify EPA as to the identity of its contractors, and sub-contractors used in carrying out the work plan within 10 working days of the effective date of this Consent Order.

B. All samples analyzed pursuant to this Consent Order shall be analyzed by a laboratory which participates in a quality assurance/quality control program equivalent to that specified in the documents entitled "USEPA Contract Laboratory Program Statement of Work for Organic Analysis" (October, 1986) and "USEPA Contract Laboratory Program Statement of Work for Inorganic Analysis" (July, 1985) (hereinafter "Contract Lab Statements of Work").

C. All sample collection and analysis shall be performed in compliance with EPA-approved methods, including sample holding time, documentation of sample collection, handling and analysis, as described in the following documents:

1. "NEIC Manual for Groundwater/Subsurface Investigations at Hazardous Waste Sites", Document No. EPA 330/9-81-002, and
2. Contract Lab Statements of Work.

D. Laboratory deliverables for all analytical work performed pursuant to this Consent Order, as specified in the Contract Lab

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Statement of Work, shall be submitted to EPA in accordance with schedules set forth herein. Any deviations from the procedures and methods set forth in these documents must be approved in writing from EPA prior to use.

E. All laboratories analyzing samples pursuant to this Consent Order shall perform, at Respondent's expense, analyses of samples provided by EPA to demonstrate the quality of each such laboratory's analytical data.

F. Respondent shall ensure that EPA representatives are allowed access, for auditing purposes, to all laboratories and personnel utilized by Respondent for sample collection and analysis and other field work.

G. During the course of the work performed pursuant to this Consent Order, EPA may determine that sampling analysis, reporting or other tasks in addition to those specifically set forth herein are necessary to satisfy the purposes of this Consent Order. If EPA so determines, it will advise Respondent in writing of the nature of the additional tasks and the basis for EPA's determination. Respondent shall undertake, perform and complete all such additional tasks and provide such documents and reports required by EPA in addition to those provided for herein. The additional work shall be completed in accordance with the standards, specifications and schedules determined or approved by EPA.

IX. ACCESS TO THE SITE

A. EPA and/or its authorized representatives shall have authority to enter and freely move about all property at Respondent's facility known as Shoreline Refinery at all reasonable times for the purposes of, inter alia: inspecting records; reviewing the progress of Respondent in carrying out the provisions of this Consent Order; conducting such tests and taking such samples as EPA deems necessary; using a camera, sound recording, or other documentary type equipment; and verifying the data

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submitted to EPA by Respondent. Respondent shall permit such persons to inspect and copy all records, files, photographs, documents and other writings, including all sampling and monitoring data, in any way pertaining to work undertaken pursuant to this Consent Order.

B. Nothing herein shall be construed as restricting the inspection or access authority of EPA under federal law.

X. EPA OVERSIGHT

A. EPA has appointed an On-Scene Coordinator ("OSC") who will be the designated representative of EPA for the conduct of the work described in this Consent Order. The appointed OSC is:

Robert M. ("Mike") Ryan, P.E.
U.S. Environmental Protection Agency
Emergency Response Branch (6E-EI)
1445 Ross Avenue
Dallas, Texas, 75202-2733
(214) 655-2270

The EPA OSC shall have the authority set forth in the National Oil and Hazardous Substances Contingency Plan ("NCP") at 40 CFR Part 300, as well as the authority to ensure that the removal action is performed in accordance with all applicable statutes, regulations, and this Consent Order. The EPA OSC has the authority to require cessation of the performance of the requirements herein or any other activity at the Shoreline Refinery Site that, in the opinion of the EPA OSC, may present or contribute to an imminant and substantial endangerment to the public health, welfare, or the environment or cause or threaten to cause the release of hazardous substances at or from the Shoreline Refinery Site.

B. All decisions of EPA under this Consent Order, including approvals, disapprovals, reports, work plans, specifications, schedules, and other work outputs, will be communicated to you by the EPA OSC. No

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formal or informal advice, guidance, suggestions, or comments by anyone other than the EPA OSC regarding any activities undertaken in satisfaction of this Consent Order shall relieve Respondent of, or add to, obligations imposed by this Consent Order. No informal guidance provided by the EPA OSC is binding upon Respondent. The EPA OSC will differentiate between formal and informal guidance.

C. Routine technical communications are expected to be exchanged verbally, in person or by telephone, between parties to facilitate the orderly conduct of work contemplated by this Consent Order, but no such communication shall alter or waive any rights and/or obligations of the parties under this Consent Order.

XII. COST REIMBURSEMENT

A. Within 30 calendar days of receipt of an accounting by EPA of its cost regarding this Consent Order, including any cost incurred under or in connection with any contract or arrangement for assistance in overseeing and reviewing the conduct of the response and other investigative activities required herein, Respondent shall remit a check in that amount payable to the "Hazardous Substance Response Fund". Such checks should be sent with a reference to Manville Forest Products, Inc, Shoreline Refinery Site, and be addressed as follows:

EPA - Region 6
P.O. Box 360582M
Pittsburg, Pennsylvania 15251
Attn: Superfund Collection Officer

A copy of the check and the transmittal letter should be sent to the EPA OSC. EPA may submit such accounting of its costs on a quarterly, semi-annual, annual basis, at its discretion. Interest shall begin to accrue as of the date upon which payment is demanded.

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B. EPA reserves the right to bring action against Respondent pursuant to Section 107 of CERCLA, 42 U.S.C. §9607, for recovery of all costs not reimbursed by Respondent, including the oversight costs incurred by the United States related to this consent Order, as well as any other past and future costs incurred by the United States in connection with Respondent's facility identified herein.

XII. INDEMNIFICATION

A. Neither the United States nor any agency or agents or employees thereof shall be liable for any injuries or damages to persons or property resulting from acts or omissions of Respondent, its officers, directors, employees, agents, servants, receivers, trustees, successors, or assigns, or of any persons including but not limited to firms, corporations, subsidiaries, contractors or consultants, in carrying out activities pursuant to this Consent Order, nor shall the United States or any agency or agents or employees thereof be held out as a party to any contract entered into by Respondent in carrying out activities pursuant to this Consent Order.

B. Respondent agrees to indemnify and save and hold harmless the United States Government, its agencies, departments, agents and employees, from any and all claims or causes of action arising from or on account of acts or omissions of Respondent or its officers, directors, employees, servants, receivers, trustees, agents, contractors, consultants, or assigns, in carrying out any activities pursuant to this Consent Order. EPA is not and shall not be represented to be a party to any contract entered into by Respondent to carry out activities pursuant to this Consent Order.

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XIII. DISPUTE RESOLUTION

A. If Respondent disagrees, in whole or in part, with any EPA disapproval or other decision or directive made by EPA pursuant to this Consent Order, Respondent shall notify EPA in writing of its objection and the basis therefor within 10 calendar days of receipt of EPA's disapproval, decision or directive. Said notice shall set forth the specific points of dispute, the position Respondent is maintaining should be adopted as consistent with the requirements of this Consent Order, the factual and legal bases for Respondent's position, and all matters it considers necessary for EPA's determination. EPA and Respondent shall then have an additional 14 calendar days from EPA's receipt of Respondent's objections to attempt to resolve the dispute. If agreement is reached, the resolution shall be reduced to writing, signed by representatives of each party and incorporated into this Consent Order. If the parties are unable to reach agreement within this 14-day period, EPA will promptly provide a written statement of its decision to Respondent, which shall be incorporated into this Consent Order.

B. The existence of a dispute as defined herein and EPA's consideration of such matters as placed in dispute shall not excuse, toll or suspend any compliance obligation or deadline required pursuant to this Consent Order during the pendency of the dispute resolution process.

C. Notwithstanding any other provisions of this Consent Order, no action or decision by EPA, including without limitation decisions of the Regional Administrator of EPA Region 6, or his designee, pursuant to this Consent Order shall constitute final agency action giving rise to any rights to judicial review prior to EPA's initiation of judicial action to compel Respondent's compliance with the requirements of this Consent Order.

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XIV. FORCE MAJEURE

A. Respondent shall perform the requirements of this Consent Order within the time limits set forth herein, unless the performance is prevented or delayed by events which constitute a force majeure. A force majeure is defined as any event arising from causes not foreseeable and beyond the control of Respondent which could not be overcome by due diligence and which delays or prevents performance by a date required by this Consent Order. Such events do not include unanticipated or increased costs of performance, changed economic circumstances, or failure to obtain federal, state, or local permits.

B. Respondent shall give oral notification to EPA within 48 hours after it becomes aware of events which Respondent knows or should know constitute a force majeure, and shall notify EPA in writing within 7 calendar days after such oral notification. The written notice shall include an estimate of the anticipated length of delay, including necessary demobilization and remobilization, a description of the cause of the delay and the measures taken or to be taken to minimize the delay, and an estimated timetable for implementation of these measures. Respondent shall adopt all reasonable measures to avoid and minimize the delay. Failure to comply with the notice provision of this Section shall constitute a waiver of Respondent's right to assert a force majeure.

C. If EPA determines that the delay has been or will be caused by a force majeure, the time for performance for that element of work may be extended, upon EPA approval, for a period equal to the delay resulting from such circumstances. This shall be accomplished through written amendment to this Consent Order. Such an extension does not alter the schedule for performance or completion of other tasks required by the work

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plan unless these are also specifically altered by amendment of the Consent Order. In the event EPA and Respondent cannot agree that any delay or failure has been or will be caused by a force majeure, or if there is no agreement on the length of the extension, this dispute shall be resolved in accordance with Dispute Resolution provisions of this Consent Order.

XV. FAILURE TO COMPLY/STIPULATED PENALTIES

A. If, at any time, EPA determines that Respondent has not, will not, does not intend to, or is likely not to comply fully with the terms of this Consent Order for any reason, EPA may give notice to Respondent of such non-compliance or potential non-compliance and either immediately take over implementation of the work required or take other action as appropriate to secure completion of the work.

B. Respondent agrees to pay stipulated penalties of \$25,000 per day for any failure to comply with the terms of this Consent Order and the schedules contained herein. Respondent shall, within 30 calendar days of receipt of demand from EPA, remit the stipulated penalties to the Hazardous Substance Response Fund referenced in Section XII (Cost Reimbursement).

C. In addition to stipulated penalties, Respondent is advised that, under Section 106(b) of CERCLA, 42 U.S.C. §9606(b), a willful violation or failure or refusal to comply with any provision of this Consent Order may subject Respondent to a civil penalty. Under Section 107(c)(3) of CERCLA, 42 U.S.C. §9607(c)(3), Respondent's failure to comply with any portion of this Consent Order applicable to it, without sufficient cause, may subject Respondent to punitive damages in an amount up to three times the amount of any costs incurred by the United States as a result of

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Respondent's failure to take proper action.

XVI. PARTIES BOUND

A. This Consent Order shall apply to and be binding upon EPA and Respondent, their agents, successors, and assigns. Respondent is responsible for carrying out all actions required of it under this Consent Order. The signatories to this Consent Order certify that they are authorized to execute and legally bind the parties they represent to this Consent Order. No change in ownership or corporate status of Respondent shall alter its responsibilities under this Consent Order.

B. Respondent shall provide a copy of this Consent Order to any subsequent owners or successors before ownership rights are transferred. Respondent shall provide a copy of this Consent Order to all contractors, sub-contractors, laboratories, and consultants which are retained to conduct any work performed under this Consent Order within 14 calendar days after the effective date of this Consent Order or the date of retaining their services. Notwithstanding the terms of any contract, Respondent is responsible for compliance with this Consent Order and for ensuring that its contractors and agents comply with the terms herein.

XVII. REPORTING

A. Throughout the course of activities performed pursuant to this Consent Order, Respondent shall submit to EPA written interim progress reports after each month of activity. These reports shall include, at a minimum, the following:

1. A brief description of the actions completed during the reporting period towards compliance with this Consent Order;
2. A brief description of all actions scheduled for completion during the reporting period which were not completed along with a statement indicating why such

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actions were not completed and an anticipated completion date;

3. Copies of all data, sampling, and test results and all other laboratory deliverables received by Respondent during the reporting period; and
4. A description of the actions which are scheduled for completion during the following reporting period.

These reports shall be due on or before the 15 calendar day of the month following the period for which the report is submitted.

B. The terms and provisions of this Consent Order shall not be interpreted or construed as preventing EPA from requesting information pursuant to its authorities under the law.

XVIII. RESERVATION OF RIGHTS

A. EPA reserves its right to take appropriate action, including enforcement action, to address any noncompliance with the terms of this Consent Order, or to address any other event or occurrence not covered by this Consent Order upon which EPA is empowered to act.

B. Compliance with this Consent Order will not release any person from responsibility to pay costs, compensation, indemnification or contribution, to undertake, or cause to be undertaken, response actions or other efforts of any nature not herein required but necessary to protect human health or the environment from releases or threats of release of hazardous substances from the Shoreline Refinery Site.

C. Nothing contained in this Consent Order shall affect any right, claim or cause of action of any party hereto with respect to third parties. Moreover, nothing contained herein is intended to release any claims, causes of action or demands in law or equity against any person, firm, partnership, or corporation for any liability it may have to the United States, the State of Louisiana, or any other person, firm, partnership,

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corporation or association arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous wastes, solid wastes, pollutants, or contaminants found at, taken to, or taken from the Shoreline Refinery Site.

D. This Consent Order does not constitute any decision on the pre-authorization of funds under Section 112(a)(2) of CERCLA, 42 U.S.C. §9612(a)(2).

E. If EPA determines that Respondent is not able to conduct the activities required by this Consent Order in a satisfactory manner, is not able to conduct the activities set forth in the Work Plan, or if actions carried out are deemed unsatisfactory, then EPA or its representatives may conduct such actions deemed reasonable and necessary by EPA to ascertain the nature and extent of the hazard at the Shoreline Refinery Site and to cleanup said hazard.

F. EPA expressly reserves all rights and defenses that it may have, including the right to request Respondent perform tasks in addition to those detailed herein. In addition, EPA reserves the right to take any reasonable response action at any time.

G. In entering this Consent Order, respondent waives any right it may have to seek reimbursement under Section 106(b)(2) of CERCLA, 42 U.S.C. §9606(b)(2).

XIX. OTHER APPLICABLE LAWS

A. All actions required to be taken pursuant to this Consent Order shall be undertaken in accordance with the requirements of all applicable local, state, and federal laws and regulations.

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XX. RECORD PRESERVATION

A. Respondent shall preserve, during the pendency of this Consent Order and for a minimum of 5 years after its termination, all records and documents in its possession or in the possession of its divisions, employees, agents, accountants, or contractors which relate in any way to the work performed pursuant to this Consent Order, notwithstanding any document retention policy to the contrary. Furthermore, Respondent shall give EPA 30 days notice prior to the destruction of any above-described records and documents and provide EPA with an opportunity to take possession of said records and documents should EPA so desire.

XXI. SUBSEQUENT MODIFICATION OR AMENDMENT

A. This Consent Order may be amended or modified by mutual agreement of EPA and Respondent. Such amendments or modifications shall be in writing, signed by Respondent and EPA, and shall become effective on the date on which a fully executed copy thereof is filed with the Regional Hearing Clerk, EPA Region 6.

XXII. TERMINATION AND SATISFACTION

A. The requirements of this Consent Order shall be deemed satisfied upon written notice from EPA that the Respondent has demonstrated, to the satisfaction of EPA, that all of the terms of this Consent Order have been completed.

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XXIII. EFFECTIVE DATE

A. The effective date of this Consent Order shall be the date on which a fully executed copy thereof is filed with the Hearing Clerk, EPA Region 6.

IT IS SO AGREED AND ORDERED.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Robert E. Layton, Jr., P.E.
Regional Administrator, Region 6
U.S. Environmental Protection Agency
1445 Ross Avenue
Dallas, Texas, 75202-2733

MANVILLE FOREST PRODUCTS COMPANY, INC.

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